



Lawyers since 1897

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Ref. No. 548967.01/015435.00001

November 17, 2008

NOV 24 2008

Ms. Pam Morrill
CDM, Inc.
11811 NE First Street, Suite 201
Bellevue, Washington 98005

Re: Rainier Commons, LLC
General Site Address 3100 Airport Way S, Seattle, Washington 98134

Dear Pam:

Enclosed is the Professional Services Agreement between Ryan Swanson & Cleveland, PLLC, on behalf of Rainier Commons, LLC, and CDM.

Very truly yours,

RYAN, SWANSON & CLEVELAND, PLLC

Sent without signature to avoid delay.

Jo M. Flannery

JMF:msc

Enclosure

cc: Phil Roberts
Eitan Alon

Charter Member of TAGLaw,
a worldwide network of law firms

RCLLC 0000277

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 7 day of November, 2008, by and between the Law Firm of Ryan, Swanson & Cleveland, PLLC (the "Firm") and CAMP DRESSER & MCKEE INC. (hereinafter "CDM").

RECITALS:

The Firm desires to have CDM provide expert witness consulting services, as more fully described in Exhibit A to this Agreement attached hereto and made a part hereof. CDM desires to perform the services noted in Exhibit A to this Agreement.

AGREEMENT:

NOW THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. WORK AND SERVICES TO BE PERFORMED BY CDM

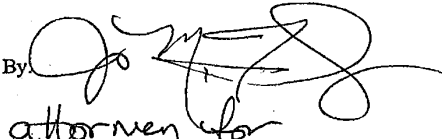
- A. CDM agrees to perform the work noted in Exhibit A at the rates contained therein. CDM acknowledges that the work to be performed herein is consulting work for the Firm in ongoing litigation and that the work is confidential unless CDM is designated as an expert witness or is otherwise disclosed under the Rules of Procedure.
- B. CDM shall furnish, unless otherwise specifically provided, all superintendence, labor, tools, equipment, materials and supplies that are needed to perform the scope of work. CDM is an independent contractor and is not an agent or employee of the Firm.
- C. The period of performance shall be as stated in Exhibit A to this Agreement.
- D. In the event of any conflict between Exhibit A and the other provisions of this Agreement, the provisions of this Agreement will control.

Article 2. COMPENSATION.

CDM will be paid on the basis of the rates set forth in Exhibit A. CDM will invoice the Firm monthly with a statement of work performed, the persons performing the work and the time incurred in performing the work. In addition, statements for reimbursement for expenses shall include the expenses incurred and where appropriate receipts for such expenses. CDM shall be paid within thirty (30) days' from the Firm's receipt of an acceptable invoice. CDM estimates that the total cost for its services will not exceed \$5,000. When the estimated cost for services exceeds 75% of the total estimated cost, CDM will notify the Firm of such fact so that costs can be monitored or adjusted as required.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first herein written.

Law Firm: Ryan, Swanson & Cleveland, PLLC CAMP DRESSER & MCKEE INC.

By:  By:
attorney for
Rainier Commons LLC
prof.serv. agmt3/2000

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EXHIBIT A
SCHEDULE OF SERVICES

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11811 NE 1st St
Suite 201
Bellevue, Washington 98005
tel: 425 453-8383
fax: 425 466-9523

November 7, 2008

Rainier Commons, LLC
c/o Ms. Jo M. Flannery
Ryan, Swanson & Cleveland, PLLC
1201 Third Avenue, Suite 3400
Seattle, Washington 98101-3034

Subject: Proposal
Preliminary Review and Recommendations
Rainier Commons Development
3100 Airport Way South
Seattle, Washington

Dear Ms. Flannery:

This letter presents Camp Dresser & McKee, Inc.'s (CDM) proposal and transmits our professional services agreement to provide professional consulting services related to the above referenced site. This proposal is provided in response to our verbal communication on November 5, 2008. It is our understanding that Ryan, Swanson & Cleveland, PLLC wishes to retain CDM to provide review expert consulting services on behalf of Rainier Commons LLC. We understand that our services may consist of the following:

- Review documents provided by Ryan, Swanson & Cleveland, PLLC.
- Perform a site reconnaissance.
- Render an opinion regarding such issues as the completeness of work conducted by others, recommendations provided by others, and other topics that may be important to the case.
- Provide recommendations and cost estimates for additional site work if deemed necessary.

CDM will provide these services on a time and materials basis in accordance with Article 2 of the professional services agreement and the attached rate schedule. For the scope of services described herein we estimate our fee will not exceed \$5,000. Only those costs incurred will be charged, but they will not exceed the estimated cost without your prior approval. To avoid

EXHIBIT A

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Ms. Jo M. Flannery
November 7, 2008
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misunderstanding, it should be emphasized that the estimated cost is a budget estimate based on present knowledge of the assignment, which is believed sufficient to cover services herein described, but no guarantee is made or implied.

This letter and the attached 2008 schedule of charges serve as Exhibit A to our Professional Services Agreement. Please return two original signed copies of this agreement and related attachments. We will then sign both sets and return one set for your records.

We appreciate the opportunity to work with you on this project. Please call if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Pamela J. Morrill'.

Pamela J. Morrill, LHG
Project Manager
Camp Dresser & McKee Inc.

EXHIBIT A



Schedule of Charges

Personnel

Officer
Associate
Principal
Senior Professional
Professional II
Professional I
Technician and Technical Support
Graphics
Project Support

(b) (6)

Equipment

Highway Vehicle Mileage..... \$ current IRS rate per mile
Dedicated Field Vehicle..... \$ 60.00 per day
Printing..... \$ 00.15 8.5 x 11
Field Equipment..... Separate Schedule

Supplies

Cost plus 10%: Charges for items not ordinarily furnished by CDM, specifically expendable equipment, rental equipment, special fees, permits, photographs and licenses. This will not include typical expenses for expert services such as travel, lodging, meals, car rental, parking, transportation, telephone calls, fax and email, postage and other similar expenses.

Cost with no mark-up: Charges for typical expenses such as travel, lodging, meals, car rental, parking, transportation, telephone calls, fax and email, postage and other similar expenses, reimbursed at cost, with no mark-up.

Outside Services Cost + 10 percent

Sub-contracted services such as boring or excavation contractors, sub consultants, labor and technical services.

Travel

Travel time will be charged at regular hourly rates, portal to portal, not to exceed eight hours per day.

Legal

Legal testimony and preparation will be charged at standard rates + 35 %.

Sales Tax

Unless explicitly stated otherwise, sales tax is not included in any fee estimate or quotation. Sales tax will be invoiced for any portion of CDM's services or work products, which are subject to sales tax by applicable, state law.

EXHIBIT A



Field Equipment Schedule of Charges

Category Rate Field Equipment

All equipment normally required for the following activities will be charged at a single daily rate. Special Rate Field Equipment listed below will be charged in addition. There is one-half day minimum. Equipment lists are available upon request.

Equipment Category	Day
Soil Sampling During Investigation or Excavation Control.....	\$ 55.00
Field Moisture- Density Testing, Including Nuclear Gauge.....	85.00
Surveying Boring or Monitoring Well Locations.....	40.00
Groundwater Monitoring (Elevation and Subjective Criteria)	30.00
Groundwater Sampling and Testing	45.00
Air Monitoring and Testing.....	25.00
Vapor Extraction System Monitoring, Operation, and Maintenance	35.00
Personal Protective Equipment—Level D (Per Individual)	30.00
Personal Protective Equipment – Level C (Per Individual).....	55.00

Special Rate Field Equipment

The following equipment will be charged on an individual unit rate basis. There is a one-half day minimum.

	Equipment Item		
Photoionization Detector (OVM, HNU, TIP)	65.00	250.00	825.00
Flame Ionization Detector (OVA).....	75.00	300.00	975.00
Explosimeter	40.00	160.00	525.00
Interface Probe	65.00	260.00	850.00
Dissolved Oxygen Probe	30.00	120.00	400.00
Turbidimeter.....	25.00	100.00	325.00
Electronic Data Logger	50.00	200.00	650.00
Electrical Resistivity Meter	30.00	120.00	400.00
Redi-Flo Pump with Converter	100.00	400.00	1300.00
Continuous Water Level Recorder	35.00	140.00	450.00
Slope Inclinator	100.00	300.00	900.00
Self Contained Breathing Apparatus (SCBA)	55.00	220.00	725.00
Electrical General.....	45.00	180.00	575.00
Trash Pump 1.0 HP	15.00	60.00	200.00
Trash Pump 1.3 HP	25.00	100.00	325.00
Trash Pump 3.0 HP	35.00	140.00	450.00
Regenerative Blower	75.00	225.00	650.00
Air Compressor	75.00	225.00	650.00
Low Flow Sample	100.00	300.00	900.00
pH Meter	15.00	45.00	120.00
Water Flow Meter	05.00	15.00	45.00
IR Instrument (excludes \$20/sample).....	100.00	300.00	900.00

EXHIBIT A